

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPB Debt Holdings II, LLC		01/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Kinestral Technologies, Inc.		
Street Address:	3955 Trust Way		
City:	Hayward		
State/Country:	CALIFORNIA		
Postal Code:	94545		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87202922	HALIO	
Serial Number:	87518158	HALIO	
Serial Number:	87510323	HALIOBLK	
Serial Number:	87510336	HALIOLIFE	
Serial Number:	85880424	KINESTRAL	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	314143-115		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	02/01/2019		

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Total Attachments: 6

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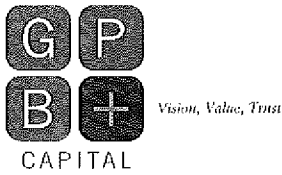
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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 31, 2019 (the "Effective Date"), is made by GPB Debt Holdings II, LLC, in its capacity as Collateral Agent (the "Collateral Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of May 31, 2018, by and among the Collateral Agent, the Grantor (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a First Lien Trademark Security Agreement, dated as of May 31, 2018 (the "Trademark Security Agreement"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 7, 2018 at Reel/Frame 006348/0762;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.


2. Release of Specified Collateral. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the trademark registrations and applications set forth in Schedule A attached hereto, together with all goodwill associated therewith (the "Released Trademark Collateral"), arising under the Security Agreement and the Trademark Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

4. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

GPB DEBT HOLDINGS II, LLC, acting in its capacity as Collateral Agent for the Secured Parties

By:  _____

Name: *E. J. M. POULOS*

Title: *MANAGING PARTNER*

GRANTOR:

KINESTRAL TECHNOLOGIES, INC.

Schedule A
Trademarks

Country	Trademark	Status	Class	App. No.	File Date
Brazil	HALIO	Published	2	912582049	4/13/2017
Brazil	HALIO	Published	9	912582103	4/13/2017
Brazil	HALIO	Published	12	912584564	4/13/2017
Brazil	HALIO	Published	19	912584629	4/13/2017
Brazil	HALIO	Published	21	912584807	4/13/2017
Brazil	HALIO	Published	37	912584882	4/13/2017
Brazil	HALIO	Published	40	912,585,064	4/13/2017
Brazil	HALIO	Published	42	912,585,110	4/13/2017
Canada	HALIO	Pending	2, 9, 12, 19, 21, 37, 40, 42	1832241	4/11/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	2	24171698	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	9	24171697	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	12	24171696	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	19	24171695	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	21	24171694	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	37	24171693	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	40	24171692	5/17/2017
China	BLACK, BEAUTIFUL AND SUPERIOR (in Chinese Characters)	Published	42	24171691	5/17/2017
China	HALIO	Published	2	22925411	2/24/2017
China	HALIO	Published	9	22925412	2/24/2017
China	HALIO	Published	12	22925413	2/24/2017
China	HALIO	Published	19	22925414	2/24/2017
China	HALIO	Published	21	22925415	2/24/2017
China	HALIO	Pending	37	22925416	2/24/2017
China	HALIO	Published	40	22925417	2/24/2017
China	HALIO	Published	42	22925418	2/24/2017

China	HALIO (in Chinese Characters)	Published	2	24171682	5/17/2017
China	HALIO (in Chinese Characters)	Published	9	24171681	5/17/2017
China	HALIO (in Chinese Characters)	Published	12	24171680	5/17/2017
China	HALIO (in Chinese Characters)	Published	19	24171679	5/17/2017
China	HALIO (in Chinese Characters)	Published	21	24171678	5/17/2017
China	HALIO (in Chinese Characters)	Published	37	24171677	5/17/2017
China	HALIO (in Chinese Characters)	Published	40	24171676	5/17/2017
China	HALIO (in Chinese Characters)	Published	42	24171675	5/17/2017
China	HALIO (Stylized)	Published	2	25228337	7/10/2017
China	HALIO (Stylized)	Pending	6	25228338	7/10/2017
China	HALIO (Stylized)	Published	9	25228339	7/10/2017
China	HALIO (Stylized)	Published	12	25228340	7/10/2017
China	HALIO (Stylized)	Published	19	25228341	7/10/2017
China	HALIO (Stylized)	Published	21	25228342	7/10/2017
China	HALIO (Stylized)	Pending	37	25228343	7/10/2017
China	HALIO (Stylized)	Published	40	25228344	7/10/2017
China	HALIO (Stylized)	Published	42	25228345	7/10/2017
China	KINESTRAL	Pending	2	29312899	2/23/2018
China	KINESTRAL	Pending	6	29312897	2/23/2018
China	KINESTRAL	Pending	9	29312896	2/23/2018
China	KINESTRAL	Pending	12	29312895	2/23/2018
China	KINESTRAL	Pending	19	*	2/23/2018
China	KINESTRAL	Pending	21	29312893	2/23/2018
China	KINESTRAL	Pending	37	29312892	2/23/2018
China	KINESTRAL	Pending	40	29312891	2/23/2018
China	KINESTRAL	Pending	42	29312890	2/23/2018
China	KINESTRAL Opposition (Shanghai Shuwa Business Management Co., Ltd.)	Pending	9	22780871	2/9/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	2	24171690	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	9	24171689	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	12	24171688	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	19	24171687	5/17/2017

China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	21	24171686	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	37	24171685	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	40	24171684	5/17/2017
China	SUPER, POWERFUL AND SUPERIOR (in Chinese Characters)	Published	42	24171683	5/17/2017
European Union	HALIO	Registered	2, 9, 12, 19, 21, 37, 40, 42	16357584	2/14/2017
European Union	HALIO (Stylized)	Pending	01, 2, 6, 9, 12, 19, 21, 37, 40, 42	16958969	7/7/2017
European Union	HALIOBLK	Pending	01, 2, 6, 9, 12, 19, 21, 37, 40, 42	16941064	7/3/2017
European Union	HALIOLIFE	Published	01, 2, 6, 9, 12, 19, 21, 37, 40, 42	16941007	7/3/2017
India	HALIO	Registered	2, 9, 12, 19, 21, 37, 40, 42	3525724	4/13/2017
Japan	HALIO	Pending	2, 9, 12, 19, 37, 40, 42	2017-35462	3/16/2017
Japan	HALIO (Stylized)	Pending	2, 6, 9, 12, 19, 21, 37, 40, 42	2017-92858	7/10/2017
Japan	HALIO in Katakana	Pending	2, 9, 12, 19, 37, 40, 42	2017-35463	3/16/2017
Korea, Republic of	HALIO	Pending	2, 9, 12, 19, 21, 37, 40, 42	40-2017-0047717	4/13/2017
Korea, Republic of	HALIO (Stylized)	Pending	2, 6, 9, 12, 19, 21, 37, 40, 42	40-2017-0091532	7/20/2017
Mexico	HALIO	Pending	2	1876867	4/10/2017
Mexico	HALIO	Registered	9	1876868	4/10/2017
Mexico	HALIO	Registered	12	1876869	4/10/2017
Mexico	HALIO	Registered	19	1876870	4/10/2017
Mexico	HALIO	Pending	21	1876871	4/10/2017
Mexico	HALIO	Registered	37	1876872	4/10/2017
Mexico	HALIO	Registered	40	Sep-38	4/10/2017
Mexico	HALIO	Registered	42	1876876	4/10/2017
Singapore	HALIO	Pending	2, 9, 12, 19, 21, 37, 40, 42	40201706406Y	4/12/2017
Taiwan	HALIO	Pending	2, 9, 12, 19, 21, 37, 40, 42	106021363	4/13/2017

Taiwan	HALIO (Stylized)	Pending	2, 6, 9, 12, 19, 21, 37, 40, 42	106044119	7/18/2017
United Kingdom	HALIO	Registered	2, 9, 12, 19, 21, 37, 40, 42	UK00003224239	4/11/2017
US	HALIO	Allowed	2, 6, 9, 12, 19, 21, 37, 40, 42	87/202,922	10/13/2016
US	HALIO (Stylized)	Allowed	2, 6, 9, 12, 19, 21, 37, 40, 42	87/518,158	7/6/2017
US	HALIOBLK	Allowed	2, 6, 9, 12, 19, 21, 37, 40, 42	87/510,323	6/29/2017
US	HALIOLIFE	Allowed	2, 6, 9, 12, 19, 21, 37, 40, 42	87/510,336	6/29/2017
US	KINESTRAL	Allowed	9, 12, 19, 21, 37	85/880,424	3/19/2013